



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to Approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Contract with HR Green for the 7<sup>th</sup> Avenue and North Tributary Creek Concept Phase Project

Presenter: Peter Suhr

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council 09-02-14
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$155,155	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

### Executive Summary:

At the Government Services Meeting on August 25, 2014, Ald Lemke requested additional information. Please consider the following:

- I. **Request for Qualifications** - This document dated May 5th, 2014 is the original document that was provided to all of the Engineering Firms who wanted to submit a statement of qualifications for this project. Please see Section "A. General Processing and Selection Procedures" on page 3 for more information about the RFQ process and how we selected the recommended team.
- II. **Summary of Results of the RFQ** - This document identifies the six (6) firms who submitted a qualification statement, the top three (3) firms that we interviewed and the selected (recommended) firm based on their qualification statement and interview. HR Green is the recommended firm who was deemed the most qualified firm by our team. They submitted a sealed proposal of \$155,155. This is a Not To Exceed fee which is noted in the Professional Service Agreement.
- III. **HR Green Professional Services Agreement** - This is the final agreement between HR Green and the City as represented at the Government Services Comm. meeting. Please see Section 2 "Scope of Services" starting on page 2 in particular. This section provides detail regarding the services HR Green and their sub-consultants will provide. The agreement includes work performed by their sub-consultants, Inter-fluve and Houseal Lavigne. For your information, sub-consultants on this project and their corresponding percentage of work follows- Houseal Lavigne will perform about 20% of the work with emphasis on public outreach and Inter-Fluve will perform about 20% of the works with focus on stream naturalization and stabilization. HR Green, the primary lead consultant, will perform the balance of work (about 60%).

### Attachments: *(please list)*

As noted above

### Recommendation / Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Contract with HR Green for the 7th Avenue and North Tributary Creek Concept Phase Project.

*For office use only:*

*Agenda Item Number: IIB5*

**City of St. Charles, Illinois**  
**Resolution No. 2014-79**

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Approve a Contract with HR Green for the 7<sup>th</sup> Avenue and North Tributary Creek Concept Phase Project**

**Presented & Passed by the  
City Council on September 2, 2014**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to approve a Contract with HR Green for the 7<sup>th</sup> Avenue and North Tributary Creek Concept Phase Project in the amount of \$155,155.

PRESENTED to the City Council of the City of St. Charles, Illinois, this       day of September, 2014

PASSED by the City Council of the City of St. Charles, Illinois, this       day of September, 2014

APPROVED by the Mayor of the City of St. Charles, Illinois, this       day of September, 2014

\_\_\_\_\_  
Raymond P. Rogina, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

# CITY OF ST. CHARLES

TWO EAST MAIN STREET  
ST. CHARLES, ILLINOIS 60174-1984



REQUEST FOR QUALIFICATION (RFQ)  
For the  
**City of St. Charles 7<sup>th</sup> Avenue Creek Stream Bank Stabilization Project**  
**Conceptual Phase**

Date: May 5, 2014

RFQ Submittal Due Date & Time: Until 3:00 P.M. June 5, 2014

Number of Copies: Submit (5) Copies of RFQ

**PLEASE MARK THE RETURN ENVELOPES**

1. Proposal Due Date and Time
2. Title of Project: "7<sup>th</sup> Avenue Creek Stream Bank Stabilization Project – Conceptual Phase"

**RETURN PROPOSALS TO:**

City of St. Charles  
200 Deveraux Way  
St Charles, IL 60174  
Attention: Brian Herrmann, Public Works Engineering

**PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED**

The City of St. Charles, Illinois will accept PROPOSALS **Until 3:00 P.M. Local Time on June 5, 2014.**

Proposals shall be submitted to:  
**City of St. Charles  
200 Deveraux Way  
St Charles, IL 60174  
Attention: Brian Herrmann, Public Works Engineering**

Any submittal unsigned, received via fax transmission, electronically or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

The City of St. Charles reserves the right to reject any and all submittals or parts thereof, to waive any irregularities or informalities in proposal procedures and to award the contract in a manner best serving the interest of the City.

Due to the complexity, sensitivity, and size of this project the City of St. Charles will be utilizing a two phased approach to the design of this project. The first phase of the design will utilize a Request for Qualification (RFQ) process for the development of the conceptualization plan. The second phase of the design will utilize a Qualification Based Selection (QBS) process to select a Professional Engineering Consulting firm to formalize the final Engineering design, obtain all required permits, and assist with potential land acquisition, and grant opportunities. This fair and open process, based on qualifications of professionals, is noted in State statute 50 ILCS 510/0.01, also known as the Local Government Professional Services Selection Act.

**Submittals for the first and second phase will not be opened in a public forum.**

### Project Summary:

The City of St. Charles is seeking a request for qualification (RFQ) from interested firms to provide professional engineering services for the gathering of both public and city staff comments for the preparation of a conceptual design for the rehabilitation of the 7<sup>th</sup> Avenue Creek, Northern Tributary Creek, and the potential revitalization of a portion the respective residential area (see attached map of project limits).

The successful firm will act as a lead consultant during the development of the conceptual phase of the project only. The successful firm will assist the City with hosting a total of a minimum of four public meetings with local residents, key shareholders and surrounding businesses. In addition the consultant will also meet with staff throughout the development of the conceptual plan to gather comments and feedback from staff as the conceptual plans develop. They will also assist with the investigation of potential future grant opportunities and alternative funding sources for the successful completion of the project, offer recommendations for construction phasing of the project, and provide an engineering estimate for the proposed alternatives.

As part of the final deliverable the chosen consultant will also provide color renderings depicting the final concepts of the stream corridors to include any proposed walkways, bridges, cross sections of creeks, or special landscaping features. They will also be a lead participant in a final presentation to the City Council on the finalized conceptual design. In addition to the items listed above the successful firm will also assist the City staff with preparing the Qualification Based Selection (QBS) documentation for the second phase of the design project.

To ensure a comprehensive understanding of the first phase of this project the City will be hosting a mandatory pre-submittal meeting two-weeks prior to the RFQ submittal deadline to provide a detailed overview of the project and answer general questions from interested parties.

The consulting engineers will provide strong project leadership and direction in engineering opportunities to expedite the project completion time, conduct meetings and keep detailed records of the entire process.

### Project Background:

After the 100-year rainfall event in the September of 2008 the City noted that the flooding limits far exceeded those illustrated on the current flood insurance maps. For this reason the City extended the current flood insurance study for the 7<sup>th</sup> Avenue Creek to verify the flood data. The final results of the new study confirmed that that current flow data needed to be updated. The new flood insurance study was reviewed and approved by the Illinois Department of Natural Resources (IDNR) and then subsequently shared with the FEMA Region V Office. This new information prompted Federal Emergency Management Agency (FEMA) to update the current study for the 7<sup>th</sup> Avenue Creek and the Northern Tributary Creek. This new study is currently in the final approval process with IDNR and is expected to be presented to the general public in May of 2014. FEMA has shared a copy of the draft flood insurance study with the City of St. Charles and a copy of the draft exhibit showing the new proposed floodplain limits will be shared with the chosen consultant. It is the desire of the City to use the new flood insurance study to develop concepts depicting structural and esthetic improvements for both the 7<sup>th</sup> Avenue Creek and the Northern Tributary Creek from Tyler Road to the Fox River.

### Information available:

Respondents should take time to familiarize themselves with the project beyond the information available in this RFQ. The following sources are available for firms review:

- Existing and Proposed FEMA Firm Maps depicting the proposed modifications to floodplain limits.
- GIS Maps showing the project limits.

### Proposed Project Schedule

Request RFQ's for Phase I "Concept Phase"  
Receive RFQ's from Consultant

### Anticipated Dates

May 2014  
June 2014



Recommendation to City Council to Award Contract	June 2014
Project Kick-Off	July 2014
Meetings with Homeowners, Businesses and Staff	July thru September 2014
Submittal of Draft Concept Designs	October 2014
Submittal of Engineers Estimates	November 2014
Presentation of Draft Concepts to City Council	November 2014
Submittal of all Final Deliverables	January 2015

**A. GENERAL PROCESSING AND SELECTION PROCEDURES**

Unless otherwise directed by the City, the following general procedures are used in the selection of consultants to provide professional services:

1. The City is appointed to receive and evaluate proposals for RFQ.
2. The City prepares a project description, criteria for selection and tentative requirements for the specific contract. A package is mailed to offerors.
3. The City receives written RFQ's. The RFQ should include a resume of the firm, references from past and present clients, similar experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), **fees (delivered in a sealed envelope)**, and any of the submittals requested within the proposal document.
4. The City reviews and evaluates the RFQs based on the established selection criteria and a comparison of all RFQs. If necessary, the City may request a meeting with one or more offerors to clarify and/or expand on the RFQ in accordance with the requirements of the RFQ.
5. The City selects the RFQ firm, which, based on the ability to meet the criteria, appears to be the most advantageous selection for the City. The City staff then ranks the top three RFQ's and then opens the respective proposed fees in order.

**B. TERMS AND CONDITIONS**

Evaluation Considerations:

A selection criterion refers to the qualifications that the City would require from a consultant to provide the best overall understanding of the project scope and offer the most creative and innovative design approach.

Evaluation Criteria is shown below.

- a. Compliance with Request for RFQ:  
This refers to the adherence to all conditions and requirements of the Request for RFQ.
- b. Quality of Response:  
Project staff experience and ability to successfully work with the other project team members.
- c. Completeness:  
Completeness of the offeror's references.
- d. Capability:  
Level of capability demonstrated by the offeror's proposed resources for meeting the requirements of this proposal. A demonstrated ability to complete projects on schedule and within budget.
- e. Competence:  
Level of competence of the offeror's for managing sensitive projects.

Qualifications of the Consulting Engineer:

This refers to the offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability, which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

1. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
2. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects; and
3. Other areas addressed in the *Statement of Work* herein.

Acceptability of RFQ

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The RFQs shall be categorized as follows:

- A. Acceptable;
- B. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- C. Unacceptable

Addenda:

Addenda are written instruments issued by the City prior to the date of receipt of RFQ, which modify or interpret the RFQ by addition, deletions, clarifications or corrections.

Prior to the receipt of RFQs, addenda shall be distributed to all who are known to have received a complete RFQ.

After receipt of RFQ, addenda shall be distributed only to applicants who submitted a RFQ, and those offered shall be permitted to submit a new or amended RFQ as detailed within the addenda.

Each offeror shall ascertain, prior to submitting a RFQ that all addenda issued have been received and, by submission of a RFQ, such act shall be taken to mean that such offeror has received all addenda and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

Offerors shall acknowledge receipt and understanding of the addenda in the area provided herein on the *Form of RFQ* page.

Items to be Submitted:

- a. Cover letter on the firm's letterhead transmitting the RFQ.
- b. Firm contact individual, including contact information, should questions arise from the submitted RFQ.
- c. Complete the enclosed "References" form. Provide references of organizations to which similar services have been provided. A minimum of three references is required; however, an offeror may list more than three.
- d. Provide a narrative plan describing your management approach to services of this nature including an organizational chart clearly defining roles and responsibilities of each member of that organizational chart.
- e. Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and other data that will permit the City to determine the capability of the offeror to meet all contractual requirements.
- f. Provide a narrative detailing the quality assurance procedures that the firm uses to maintain the highest level of quality.

- g. Identify the names of any entities associated with the Offerors who may pose a potential conflict of interest with any activity of this specific service. Please provide details and reasons for any such conflict. (Offerors are subject to disqualification on the basis of any potential for conflict of interest as determined by the City.)
- h. Listing of projects completed and/or ongoing for the last five years. Focus on stream bank stabilization and revitalization projects with adjacent roadway connections including but not limited to installation of roadway bridge crossings. Additionally, focus on projects where coordination with Forest Preserves/Park Districts and complex interaction with permit agencies including but not limited to the Corps of Engineers, Federal Emergency Management Association, and Illinois Department of Natural Resources is necessary.
- i. Listing of significant projects successfully completed for other agencies within the last five years, including client, scope of work, and if the project was completed in the time allotted. Additionally, indicate whether you were the prime or the sub-consultant on the project.
- j. Listing of key staff, presented in a company organizational chart format, starting with individuals of a higher ranking or classification near the top of the chart that will be directly involved with this phase of the project.
- k. Key staff resumes. Include abilities, qualifications, licenses and experience of the persons that will be directly involved with this phase of the project. Resumes shall be limited to two pages.
- l. The types of work the firm claims it can perform, such as Phase II Engineering, Phase III Engineering, etc.

The RFQ will be bound with spiral plastic binding, printed on 2-sided 8 1/2" X 11" papers and have a maximum thickness of 1". Each section shall be tabbed to facilitate fast and easy retrieval to the section. Three ring binders will not be allowed.

The City of St. Charles will require (5) hard copies of the RFQ as well as a PDF copy on a CD.

The evaluation will take into account qualifications, ability of professional personnel, past record and experience, performance data, willingness to meet time requirements, location, workload of firm, and other prequalification-based factors deemed to be applicable.

The time required for the valuation and processing of the RFQs will vary depending on the number of RFQs received. It is the City's desire to evaluate all proposals submitted in approximately four weeks.

Once the review of all RFQs has been completed the City will be selecting one firm. This chosen firm will be asked to attend a more formal interview process with City staff.

If you have any questions about this request, please contact James J. Bernahl, Public Works Engineering Division Manager, at (630) 443-3709, or e-mail [jbernahl@stcharlesil.gov](mailto:jbernahl@stcharlesil.gov).

Thank you in advance for your time and interest.

Sincerely,

James J. Bernahl, P.E., CFM  
Public Works Engineering Division Manager

## **REFERENCES**

General Information, list below current business references for whom you have performed work similar to that required by this proposal. *Please provide this information for each partner in a Joint Venture, and for all Sub-Consultants:*

Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Additional copies of this form may be utilized if additional space is required to provide reference information.

## 7<sup>th</sup> Avenue Creek Stream Bank Stabilization Project

## Results of Request for Qualifications (RFQ)

Respondent Name	City	Qualified
Ciorba Group	Chicago	Yes
Engineering Resource Assoc.	Warrenville	Yes
Hey and Associates	Chicago	Yes
Hampton, Lenzini and Renwick	Elgin	Yes
HR Green	Chicago	Yes
Wills Burke Kelsey Assoc.	Saint Charles	Yes

### Interviewed - Top 3 Firms Based on Review of Proposals

Engineering Resource Assoc.

HR Green

Wills Burke Kelsey Assoc.

**Selected (Most qualified based on proposal and interview)**

HR Green	Contract amount	\$155,155 (NOT TO EXCEED)
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**Budget** **\$175,000**

**(\$19,845)**



**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**CITY OF ST. CHARLES  
7<sup>TH</sup> AVENUE CREEK STREAM BANK STABILIZATION PROJECT CONCEPT PHASE**

Prepared for:

Mr. Peter Suhr  
Director of Public Works  
2 East Main Street  
St. Charles, IL 60174-1984  
Phone: 630.377.4405

Prepared by:

Scott Marquardt, P.E., Client Service Manager  
Ajay Jain, P.E., CFM, QRS, Vice President, Practice Leader – Water Resources

HR Green, Inc.  
420 North Front Street  
McHenry, IL 60050  
Phone: 815.759.8331

Project Number 86140185

August 26, 2014

HRGreen.com

Phone: 815.385.1778 Fax: 815.385.1781 Toll Free: 800.728.7805  
420 North Front Street, Suite 100, McHenry, Illinois 60050





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- 8.0 TERMS AND CONDITIONS

This **AGREEMENT** is between the City of St. Charles, Illinois (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

## **1.0 PROJECT UNDERSTANDING**

### **1.1 GENERAL**

The 7<sup>th</sup> Avenue Creek Stream Bank Stabilization Project extends approximately 2 miles from the confluence with the Fox River upstream to the northeasterly project limits at Tyler Road, and also includes a spur tributary which extends approximately three blocks north of Main Street (Illinois RT 64) to the northwestern limits of the project.

Flooding problems have frequently affected the surrounding area, most recently in the fall of 2008 and again approximately a year ago, in the spring of 2013. The existing Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) shows a 100 year flow of 226-cfs at Tyler Road, the upstream terminus of the proposed project. A revised hydrologic analysis, as part of a revised FIS, was completed between Tyler and Kirk Roads to delineate floodplain east of Tyler and to verify the 100-year flow at the Tyler Road culvert crossing. New data indicates the 100 year flow at Tyler Road is 405 CFS. FEMA Region V has prepared a FIS engineering report for the 7<sup>th</sup> Avenue Creek from Tyler Road to Fox River, and for its tributary. The engineering report has undergone a technical review by the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) and will soon be presented to the public for a public comment.

Within these limits are located various infrastructure and public amenities that are typical of an urban stream corridor, including:

- Public parks
- Municipally owned property, including an adjacent wastewater treatment facility
- Multiple roadway crossings
- Deep ravine segments
- Adjacent open space and historic cemetery
- Residential neighborhoods, including housing structures built to the edge of the creek
- Multistory residential structures
- Industrial development
- Automobile dealerships
- Commercial development, vibrant in some areas and vacant in others
- Abandoned railroad rights of way.

In order to mitigate the impacts of increased flood flows and floodplain impacts, various improvements along the stream corridor will be necessary. The CLIENT desires to use the new flood insurance study to develop concepts depicting structural and aesthetic improvements for both the 7<sup>th</sup> Avenue Creek and the Northern Tributary Creek from Tyler Road to the Fox River, and evaluating the potential revitalization of a portion of the respective residential area. The scope will include gathering of both public and CLIENT staff comments for the preparation of a conceptual design. The final deliverable shall include color renderings depicting the final concepts of the stream corridors to include any proposed walkways, bridges, cross sections of creeks, or special landscaping

features. A presentation will also be made to the City Council on the finalized conceptual design.

## 1.2 DESIGN CRITERIA/ASSUMPTIONS

The 7<sup>th</sup> Avenue Creek is a mapped floodplain with a regulatory floodway and is located in Kane County. The CLIENT has also adopted the Kane County Stormwater Ordinance. As such any concepts for the proposed improvements shall be developed in compliance with the IDNR-OWR Part 3708 rules for development located in regulatory floodway, FEMA requirements and Kane County Stormwater Ordinance. The concept plan will review the following applicable design criteria/assumptions applicable to the project:

1. IDNR-OWR Part 3708 rules.
2. FEMA regulations per CFR 65.
3. United States Army Corps of Engineers (USACOE) Regulations
4. Kane County Stormwater Ordinance
5. City of St. Charles Ordinance and Engineering Standards

## 2.0 SCOPE OF SERVICES

The CLIENT agrees to employ COMPANY to perform the following tasks:

### 2.1 ENGINEERING SERVICES

#### Task 1 - Kickoff Meeting

The purpose of this task will be to meet with the CLIENT Staff to review project goals and objectives, establish points of contacts, discuss data collection requirements, and discuss schedule, milestones and expectations. In consultation with the CLIENT, the HR Green Project Manager will prepare a meeting agenda and distribute to CLIENT Staff prior to the meeting for review. The Project Manager and the Task Lead will attend a kickoff meeting with CLIENT Staff to discuss the agenda items. Meeting minutes will be prepared and distributed to all attendees.

#### Task 2 - Data Collection

At the kickoff meeting, data needs from the CLIENT will be discussed. This will include obtaining GIS information including but not limited to base map coverage, topographic information, land use data, and zoning maps. In addition, copies of the city comprehensive plan, floodplain mapping and previous studies completed by FEMA will be obtained from the CLIENT. Additional data needs will be established during the scoping meeting including field data collection.

#### Task 3 - Review of past Studies

This task will include review of the data collected in Task 2 above and development of a summary of findings for further discussions with the CLIENT during the first project coordination/workshop meeting.

#### Task 4 - Community Participation/Surveys

Our approach to community planning will emphasize community participation. We recognize the importance of using the planning process to establish community consensus and foster a stewardship for the Plan. Our approach requires that residents,

business persons, and CLIENT officials get involved in every step of the planning process and be active participants, helping to define issues, establish a vision, formulate ideas, and shape solutions. Our approach casts a wide net of engagement by providing an assortment of both traditional and innovative web-based approaches. These approaches will be more specifically discussed at the kickoff meeting to be tailored to meet City of St. Charles preference for community participation. In general, a combination of the following strategies may be utilized for community participation and is included in the scope.

#### **Community Outreach (traditional and web-based)**

Community outreach and citizen participation are the cornerstones of our proposed planning process. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the Plan for the City of St. Charles. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining steps.

#### **Press Releases, Notices, and Newsletter Articles**

We will work with CLIENT staff to prepare posting materials at key points in the planning process to be posted on the project website, the CLIENT's website, newsletters, and local media outlets. The scope will include preparing an initial article to describe the purpose and objectives of the Concept Plan for posting on CLIENT's website with regular updates of the project. The CLIENT will be responsible to work with its IT department to facilitate posting of the approved material on CLIENT's website as well as coordinating with local newsletters and local media outlets. Any information requiring door to door delivery within the project area and/or postage shall be completed by the CLIENT. The CLIENT may also wish to include relevant information with the utility bills, etc.

#### **Interactive Project Website**

We will design and host an interactive Project Website that is linked to the CLIENT's website. We are committed to utilizing the Internet to maximize the participation and communication between the CLIENT and the stakeholders as it relates to the new Plan for the duration of the planning process and beyond. This website can be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host a community discussion forum; contain on-line community surveys; and provide a variety of other features. The website will be the "one place" to go to for detailed information regarding the Plan. As mentioned above, additional updates can be provided via the CLIENT's website, newsletters and local media outlets as desired by the CLIENT.

#### **Social Networking & RSS**

If desired by the CLIENT, we can integrate the CLIENT's existing social media accounts into the interactive website and process. For those residents that use the Internet to stay informed, these tools are essential in keeping them connected with local happenings as it relates to the Plan. Social networking tools can help increase awareness of the study and assist in increasing the number of people participating in all outreach exercises, including traditional face-to-face meetings.

### **sMap (On-Line Community Issues Mapping)**

We will feature sMap, a web-based community issues mapping tool on the interactive Project Website. This award-winning tool, developed by Houseal Lavigne Associates, allows website visitors to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from stakeholder will allow us to create a composite map of community issues to assist with the identification and establishment of community goals and objectives for this project.

### **On-line Community Questionnaires**

To provide another means for community participation, we will prepare a web-based questionnaire for residents/stakeholders of St. Charles to solicit community-wide opinion on a range of topics and issues. This online survey will be posted on the project website. At the close of the survey response period, we will review and summarize results as a gauge of community priorities and issues.

### **On-line Character Assessment Survey**

We will prepare an on-line Character Assessment Survey to solicit community feedback on existing development, components, and improvement initiatives to determine the community's preferences or dislikes, as a means of helping to determine the preferred character of development moving forward. This additional feature further strengthens the CLIENT's outreach and improves the level of participation from the community. We will then analyze survey results and prepare a summary report identifying what residents like most and least about the study area and how they would like to see it develop.

### **Task 5 - First Public Meeting**

This Public Meeting will be the first face-to-face community outreach event during the concept plan development process. The purpose of the public meeting is to allow stakeholders to provide input before any plans or recommendations are formulated. The public meeting will: (a) review the purpose of the Plan, the planning process to be undertaken, and the schedule for the project; and (b) secure local views on concerns, issues, and potentials within the community. A sign-in sheet and comment cards will be made available to document the visitor's list and questions from the public. Effective concept renderings that capture the essence of the future of this corridor plan will be utilized in all public meetings. The CLIENT will be responsible for scheduling, notifications and providing a venue for all Public Meetings.

### **Task 6 - Hydraulic Modeling**

It is our understanding that FEMA prepared a revised floodplain study to more accurately depict the limits of the floodplain based on calibration to the recent storm events and updated hydrology. These hydrologic and hydraulic models will form the basis of the proposed conditions modeling. The purpose of the proposed conditions model will be to develop alternates for flood reductions for the desired flood frequency. This will be a reiterative process during the development of the concept plan to balance the flood reductions with competing priorities of enhancing the corridor development, revitalizing the neighborhood and improving economic opportunities. For example, in particular instances, it may be beneficial to store/inundate the floodwaters on certain parcels that may be unsuitable for development and therefore not prime real estate while reducing the flood elevations/floodplain on parcels identified as prime real estate to promote



development. Another factor to be considered in the hydrologic/hydraulic modeling is long term sustainability of the streambanks from an erosion standpoint and to reduce maintenance requirements. Large flood events such as the 2008 and 2013 events increase the priority for flood planning efforts. It is important to remember however, that smaller, more frequent flood events are actually responsible for changes which necessitate long term channel maintenance. Channels recover following a significant "reset" event such as the one in 2008 as these smaller events move through the system. Understanding their frequency and magnitude has a direct effect on not only channel stability but also channel function among both engineering and ecological criteria. The team of HR Green, Houseal Lavigne and Inter-fluve will work collaboratively with the CLIENT Staff in developing these goals and objectives as the concept plan is developed and items pertaining to corridor development, flood reduction goals, and stream stability and maintenance are discussed.

#### Task 7 - Preliminary Stream Assessments and Restoration Concepts

Streams are predictable features in the landscape. They respond based on simple principles of physics and although the perception of erosion or in some cases deposition, are often viewed as being a sign of an impaired system, they are in fact natural processes. Typical engineering approaches have ignored this progression and moved to armor streams with hard structures to stop the progression of channel evolution. This approach is effective but requires maintenance of the structure and raises concern about sustainability. Newer approaches have recognized the evolution of the stream and sought to work with the process, anticipating the endpoint as well as the root causes and working toward more sustainable and lower maintenance cost solutions. The assessment of this information culminates in a broad understanding of the system's potential as well as the constraints in reaching that potential. In all urban situations, compromises must be struck between contemporary watershed use and classic stream function; however, these compromises can be developed in tandem and not to the detriment of any single study objective. Utilizing this principle, the team will complete a preliminary stream assessment to better understand the processes prevalent in this stream system including identification of restoration concepts. The CLIENT will be responsible in notifying the residents adjacent to the stream to provide property access to the team to walk the stream corridor.

#### Task 8 - Preliminary Corridor Development Concept Plan

Utilizing the findings from the kickoff meeting, data collection and review, preliminary hydraulic analysis, preliminary stream assessments and corridor review, this team will develop initial concepts for the corridor development plan. This will be the first attempt to identify potential opportunities for the stream corridor plan. This preliminary corridor plan will provide insights into potential answers to questions discussed in the Project Understanding section including but not limited to concepts for stream restoration, stream sections, proposed walkways, bridges, landscaping features, and redevelopment opportunities, etc. This concept plan will also spur discussions on the level of flood reduction that is reasonable, particularly focusing in and around the confluence area and potential options to achieve the desired goals and objectives.



Task 9 - Workshop Meeting/CLIENT Review

The team will attend a workshop meeting with the CLIENT Staff to review the preliminary corridor development plan. This will set the basis for collaborative teamwork and open communication to ensure that solutions that are being developed resonate with the CLIENT's goals and objectives.

Task 10 - Regulatory Coordination Meetings

It is critical that the regulatory agencies are involved in the process early on. This will be an opportunity to collaborate with the regulatory agencies where the presentation of a combined design to accomplish both ecological improvements to stream function as well as improvements to conveyance, overall stability, and flood impact reduction is put forward. The following coordination meetings are included:

- IDNR-OWR
- FEMA

Task 11 - Second Public Meeting

This public meeting will be held in a similar format and setting as the first public meeting. This public meeting will: (a) review the purpose of the Plan; (b) provide project status and updates since the last public meeting; (c) provide preliminary concept sketches of the stream sections and corridor plan; (d) discuss project schedule and (e) secure local views on concerns, issues, and potentials within the community. A sign-in sheet and comment cards will be made available to document the visitor's list and questions from the public. Effective concept renderings that capture the essence of the future of this corridor plan will be utilized in all public meetings. The CLIENT will be responsible for scheduling, notifications and providing a venue for all Public Meetings.

Task 12 - Revise Preliminary Hydrology/Hydraulic Modeling

This task will involve revising the stream hydrology and hydraulics modeling to incorporate input from the workshop meetings, regulatory coordination meetings and Public Meeting.

Task 13 - Revise Preliminary Stream Restoration Concepts

This task will involve revising the stream restoration concepts to incorporate input from the workshop meetings, regulatory coordination meetings and Public Meeting.

Task 14 - Revise Preliminary Corridor Development Concept Plan

This task will involve revising the corridor development concept plan to incorporate input from the workshop meetings, regulatory coordination meetings and Public Meeting.

Task 15 - Develop Phasing Plan and Engineer's Opinion of Probable Costs

Once the revised corridor development plan is approved by the CLIENT, a phasing plan along with an Engineer's Opinion of Probable Cost for each of the phases will be developed for CLIENT review and comment. This task will also start to focus on elements of the projects that are eligible for funding and from which sources. In some cases, it may also require that project elements may need to be modified to enhance its chances of success for funding.

Task 16 - Workshop Meeting/CLIENT Review

This meeting will more specifically discuss the revised plan based on revised modeling, stream restoration concepts, revised corridor development plan and phasing plan. The Engineer's Opinion of Probable Cost developed for each phase will also be discussed at this meeting.

Task 17 - Third Public Meeting

This public meeting will be held in a similar format and setting as the prior public meetings. This public meeting will: (a) review the purpose of the Plan : (b) provide project status and updates since the last public meeting; (c) provide revised preliminary concept sketches of the stream sections and corridor plan; (d) discuss project schedule and (e) secure local views on concerns, issues, and potentials within the community. A sign-in sheet and comment cards will be made available to document the visitor's list and questions from the public. Effective concept renderings that capture the essence of the future of this corridor plan will be utilized in all public meetings. The CLIENT will be responsible for scheduling, notifications and providing a venue for all Public Meetings.

Task 18 - Follow Up Regulatory Coordination Meetings

As the corridor plan is being solidified, it is important to keep the regulatory community engaged, informed and make them part of the process. It must be ensured that the stream sections, floodplain impacts, and environmental impacts are being addressed such that these concepts are constructible, can be permitted and more importantly are eligible for possible funding sources. Meetings at this stage of the project with the regulatory agencies will be an opportunity to circle back on the development plan and its evolution subsequent to the first meeting. The following coordination meetings are included:

- IDNR-OWR
- FEMA

Task 19 - Pre-Final Concept Plan

This task will involve revising the corridor development concept plan to incorporate input from the workshop meetings, regulatory coordination meetings and Public Meeting.

Task 20 - Pre-Final Phasing Plan and Engineer's Opinion of Probable Costs

This task will involve revising the phasing plan to incorporate input from the workshop meetings, regulatory coordination meetings and Public Meeting.

Task 21 - Workshop Meeting/CLIENT Review

This will be the final workshop meeting to review the pre-final concept plan and to ensure that all of the inputs received to date from public participation, prior workshops meetings, regulatory meetings, etc. are addressed, and incorporated into this plan to the extent practical.

Task 22 - Fourth and Final Public Meeting

This public meeting will be held in a similar format and setting as the prior public meetings. This public meeting will: (a) review the purpose of the Plan : (b) provide project status and updates since the last public meeting; (c) provide revised pre-final concept sketches of the stream sections and corridor plan; (d) discuss project schedule and (e)

secure local views on concerns, issues, and potentials within the community. A sign-in sheet and comment cards will be made available to document the visitor's list and questions from the public. It is anticipated that this meeting shall be a validation of the concept plan by the public that it is their plan for their benefit and will make life better, improve safety, improve property values and promote development. Effective concept renderings that capture the essence of the future of this corridor plan will be utilized in all public meetings. The CLIENT will be responsible for scheduling, notifications and providing a venue for all Public Meetings.

Task 23 - Presentation to City Council:

This task will include a PowerPoint presentation to the City Council

Task 24 - Final Concept Plan, Phasing Plan and Engineer's Opinion of Probable Construction Costs for Adoption by City Council

This task will involve revising the corridor development plan per any final inputs and recommendations by the City Council and bring it back to the City Council for vote and possible adoption of the plan.

## 2.2 PROJECT ADMINISTRATION/QC-QA

This item will include general administrative tasks associated with the project including but not limited to:

1. Developing a Project Work Plan and Schedule
2. Managing scope, schedule, and budget in accordance with expectations and schedule established during the initial kick-off meeting, as well as in accordance with the scope.
3. General project correspondence with CLIENT and regulatory agencies.
4. Quality Control/Quality Assurance
5. General administrative tasks related to project correspondence, collating and copying of submittal package, and filing.

## 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

The following deliverables are anticipated and included in the scope:

1. Preliminary Corridor Development Concept Plan
  - (deliverable per Task 8 in Section 2.0)
2. Revised Preliminary Development Concept Plan
  - (deliverable per Task 14 in Section 2.0)
3. Preliminary Phasing Plan and Engineer's Opinion of Probable Construction Costs
  - (deliverable per Task 15 in Section 2.0)
4. Pre-Final Corridor Development Concept Plan
  - (deliverable per Task 19 in Section 2.0)
5. Pre-Final Phasing Plan and Engineer's Opinion of Probable Construction Costs
  - (deliverable per Task 20 in Section 2.0)
6. Final Corridor Development Concept Plan
  - (deliverable per Task 24 in Section 2.0)
7. Final Phasing Plan and Engineer's Opinion of Probable Construction Costs
  - (deliverable per Task 24 in Section 2.0)

A preliminary schedule of the project is as follows:

SCOPE ITEMS/MILESTONES		TENTATIVE COMPLETION SCHEDULE
Task 1	Kickoff Meeting	Week of September 2, 2014
Task 2	Data Collection/Field Review	September 12, 2014
Task 3	Review of Past Studies	September 5, 2014
Task 4	Community Participation/Survey	October 17, 2014
Task 5	First Public Meeting	Week of October 20, 2014
Task 6	Hydraulic Modeling	October 17, 2014
Task 7	Preliminary Stream Assessments and Restoration Concepts	October 31, 2014
Task 8	Preliminary Corridor Development Concept Plan	December 12, 2014
Task 9	Workshop Meeting/City Review	Week of December 15, 2014
Task 10	Regulatory Coordination Meetings	Week of September 22, 2014
Task 11	Second Public Meeting	Week of January 12, 2015
Task 12	Revised Preliminary Hydraulic Analysis	February 6, 2015
Task 13	Revised Preliminary Stream Restoration Concepts	February 6, 2015
Task 14	Revised Preliminary Corridor Development Concept Plan	February 6, 2015
Task 15	Develop Phasing Plan and Engineer's Opinion of Probable Costs	February 20, 2015
Task 16	Workshop Meeting/City Review	Week of February 23, 2015
Task 17	Third Public Meeting	Week of March 2, 2015
Task 18	Follow Up Regulatory Coordination Meetings	Week of February 16, 2015
Task 19	Pre-Final Concept Plans	March 13, 2015
Task 20	Pre-Final Phasing Plan and Engineer's Opinion of Probable Cost	March 20, 2015
Task 21	Workshop Meeting/City Review	Week of March 23, 2015
Task 22	Fourth and Final Public Meeting	Week of March 30, 2015
Task 23	Presentation to Public Services Committee	April 27, 2015
Task 24	Final Concept Plan for Adoption by City Council	May 18, 2015

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### **4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES**

The following items are not included as part of this agreement:

1. Surveying Services
2. Groundwater Study or Report
3. Geotechnical Investigations
4. Wetlands Delineations
5. Archaeological and other environmental surveys
6. Permitting
7. Funding/Grant Applications
8. CLOMRs/LOMRs

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

#### **5.0 SERVICES BY OTHERS**

As proposed in the Statement of Qualifications, sub-consultants will be utilized on the project. Houseal Lavigne Associates (HLA) will provide stakeholder coordination and concept plan renderings services. Inter-Fluve, Inc. (IFI) will provide stream assessment and ecological restoration design services. Printing costs for reports and exhibits may be required and is included in the Direct Costs of the project.

#### **6.0 CLIENT RESPONSIBILITIES**

The following items are required from the client:

1. Provide updated disks of Kane County GIS
2. Copies of City Comprehensive Plan
3. Copies of engineering reports prepared by FEMA
4. All correspondence to/from FEMA and/or IDNR-OWR
5. Flooding photographs
6. High water marks data base, if available
7. Access to project area and notification to area residents, businesses and other stakeholders.
8. IT services to upload project information on City's website and newsletters
9. Postage and mailings to area residents, businesses and other stakeholders.
10. Venue for public meetings including notice for public meetings

#### **7.0 PROFESSIONAL SERVICES FEE**

##### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

## 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

## 7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

## 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

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## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Item No.	Item Description	Labor Costs	Direct Costs	Total Costs
1	Kickoff Meeting	\$3,156	\$226	\$3,382
2	Data Collection/Field Review	\$5,690	\$226	\$5,916
3	Review of Past Studies	\$3,638		\$3,638
4	Community Participation/Survey	\$5,454		\$5,454
5	First Public Meeting	\$5,396	\$226	\$5,622
6	Hydraulic Modeling	\$14,172		\$14,172
7	Preliminary Stream Assessments/Restoration Concepts	\$6,046		\$6,046
8	Preliminary Corridor Development Concept Plan	\$21,188	\$200	\$21,388
9	Workshop Meeting/City Review	\$3,796	\$226	\$4,022
10	Regulatory Coordination Meetings	\$2,992	\$57	\$3,049
11	Second Public Meeting	\$7,256	\$226	\$7,482
12	Revised Preliminary Hydraulic Analysis	\$6,852		\$6,852
13	Revised Preliminary Stream Restoration Concepts	\$3,652		\$3,652
14	Revised Preliminary Corridor Development Concept Plan	\$9,100	\$200	\$9,300
15	Develop Phasing Plan and Engineer's Opinion of Probable Costs	\$14,072		\$14,072
16	Workshop Meeting/City Review	\$3,796	\$226	\$4,022
17	Third Public Meeting	\$5,408	\$226	\$5,634
18	Follow Up Regulatory Coordination Meetings	\$2,992	\$57	\$3,049
19	Pre-Final Concept Plans	\$8,990	\$200	\$9,190
20	Pre-Final Phasing Plan and Engineer's Opinion of Probable Cost	\$4,464		\$4,464
21	Workshop Meeting/City Review	\$2,832	\$226	\$3,058
22	Fourth and Final Public Meeting	\$3,232	\$226	\$3,458
23	Presentation to City Council	\$2,832	\$226	\$3,058
24	Final Concept Plan for Adoption by City Council	\$4,750	\$426	\$5,176
<b>GRAND TOTAL FOR PROJECT</b>		<b>\$151,756</b>	<b>\$3,399</b>	<b>\$155,155</b>

Time and Material Basis with a Not to Exceed Fee of **\$155,155.00.**

## 8.0 TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this AGREEMENT and /made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

### 8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY or the CLIENT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.14 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of CLIENT. COMPANY shall have the right to maintain copies of all documents provided to the CLIENT.

8.15 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

8.16 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies,

ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

**8.17 Opinion of Probable Construction Cost**

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

**8.18 Design Information in Electronic Form**

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

**8.19 Information Provided by Others**

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the



COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

#### 8.20 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.21 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.22 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.23 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.24 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.


8.25 Environmental Audits/Site Assessments


Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

  
Scott Marquardt, P.E.  
Client Service Manager

  
Ajay Jain, P.E.  
Vice President, Practice Leader - Water Resources

CITY OF ST. CHARLES

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_